

REQUEST FOR PROPOSALS (RFP) NO. 10-0160

TO PROVIDE
COLLECTION SERVICES
FOR THE
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

DECEMBER, 2009

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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NOTICE TO OFFERORS

PROPOSAL FORMS for Request for Proposals (RFP) No. 10-0160, Collection Services for the University of Hawaii, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, and must be submitted no later than **2:30 p.m., January 25, 2010**, and at that time will be publicly opened.

Proposals received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Bruce Isaacs, (808) 956-8634.

M.R.C. Greenwood

President, University of Hawaii

Posting Date: December 8, 2009

Vendors downloading the RFP shall be responsible for notifying the Procurement Specialist, Bruce Isaacs (e-mail: bisaacs@hawaii.edu; fax: [808] 956-2093), so that the name, address, phone number, fax number and e-mail address of the vendor can be listed on the University's register for the purpose of notification of any amendments to the RFP which are issued.

NOTICE TO OFFERORS

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

Vendors: Please complete the following information below. If you answer "No" to question No. 1, complete the certification portion and submit together with your bid document or quote.

(Terms used are taken from the Small Business Administration Rules and Regulations and the Federal Acquisition Regulation [FAR].) (Reference Section A on the reverse side of this form for Category Descriptions.)

This is to certify that the company identified below:

1. _____ IS a **small business** as defined in the Small Business Administration regulations.
(see reverse for size standards).

_____ **IS NOT** a small business as defined in the regulations.
(If you checked here, STOP, GO TO CERTIFICATION BELOW.)
2. _____ IS a **small disadvantaged business concern** and is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-NET).
3. _____ IS a **women-owned small business concern** of which at least 51% is owned, controlled, and managed by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women.
4. _____ IS a **HUBZone small business concern** that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
5. _____ IS a **veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more veterans; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans.
6. _____ IS a **service-disabled veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more service-disabled veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans as defined in 38 U.S.C. 101 (16).

CERTIFICATION:

I hereby certify the information supplied herein to be true and correct.

Company Name: _____

Signature of Company Officer

Type of Goods/Services: _____

*NAICS Code: _____

Company Address: _____

Print Name: _____

Title: _____

Date: _____

Any misrepresentation shall be subject to the provisions stated in item B on the reverse side.

* North American Industry Classification System (NAICS)

- A. "SMALL BUSINESS" SIZE STANDARDS FOR FEDERAL SUB-CONTRACTORS. Small business size is determined by the primary NAICS Code. See Title 13 CFR, Part 121 to determine your NAICS Code and the threshold for determining small business (revised as of January 1, 2004).

A "small business" is a concern including its affiliates, which is independently owned and operated. It is not dominant in the field of operations in which it is selling goods and services to a federal contractor. It meets the following size criteria for its particular industry:

1. CONSTRUCTION TRADES - "Small" if average annual receipts for preceding 3 years do not exceed \$12 million.
2. CONSTRUCTION, GENERAL CONTRACTORS - "Small" if average annual receipts for preceding 3 years do not exceed \$28.5 million.
3. MANUFACTURING - "Small" if 500 employees or less, except for some specific products which will increase the complement of employees to 750 and 1,000, respectively.
4. TRANSPORTATION - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:

\$21.5 million – general freight trucking, local.
\$3 million – travel agencies.
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS - "Small" if 100 employees or less.
6. RETAIL TRADE - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific products:

\$6 million - lumber and building materials, paints, hardware.
7. SERVICES - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a. \$21 million – computer systems design services, custom computer programming services.
 - b. \$10.5 million - refuse collection, protective guard services.
 - c. \$14 million - janitorial services.
 - d. \$21.5 million - passenger car rental
 - e. \$21 million – office Machinery and equipment rental & leasing
 - f. \$6 million - general automobile repair, refrigeration & air conditioning.
8. ALL OTHER TYPES OF BUSINESS - "Small" if 500 employees or less.

Where firm sizes are determined by annual receipts, and the concern is less than 3 complete fiscal years old, its total receipts means for the period it has been in business, divided by the number of weeks, including fractions of a week, and multiplied by 52.

- B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:
1. Be punished by imposition of fine, imprisonment, or both;
 2. Be subject to administrative remedies including suspension and debarment; and
 3. Be ineligible for participation in a program conducted under the authority of the Act.

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the University of Hawai'i to solicit proposals from Offerors who wish to be considered to Provide Collection Services for the University of Hawaii, Honolulu, Hawaii.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapter 304-4(d). All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement and Real Property Management.

RFP Posted and Issued	<u>December 8, 2009</u>
Closing Date for Submission of Questions	<u>January 8, 2010</u>
University Response to Offeror's Questions	<u>January 15, 2010</u>
Closing Date for Receipt of Proposals	<u>January 25, 2010</u>
Proposal Review Period	<u>January 26- February 26, 2010</u>
Contractor Selection and Award	<u>March 2, 2010</u>
Contract Start Date	<u>May 1, 2010</u> (Tentative)

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions in writing to the issuing officer. The deadline for submission of written questions is 4:30 p.m., H.S.T. on **January 8, 2010**.

Offerors may call the Technical Representative, Eric Hiyoto, Director of General Accounting and Loan Collection at (808) 956-8278, for questions regarding the content of the work specifications.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit an original plus TEN (10) copies of the proposal. Proposals shall be received by the Office of Procurement and Real Property Management, University of Hawaii, no later than 2:30 p.m. H.S.T. on **January 25, 2010**.

Proposals shall be mailed or delivered to:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822

Any proposal received after this date and time shall be rejected.

The outside cover of the package containing the proposal shall be marked:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822
RFP No. 10-0160, Provide Collection Services for the
University of Hawai'i, Honolulu, Hawai'i
(Name of Offeror)

1.7 COSTS FOR PROSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

The Offerer is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement and Real Property Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Duff Zwald, Director of the Office of Procurement and Real Property Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Eric Hiyoto, Director
Telephone: (808) 956-8278
Facsimile: (808) 956-9059
E-mail: hiyoto@hawaii.edu

General Accounting and Loan Collections
University of Hawai'i
1404 Lower Campus Road
Honolulu, Hawai'i 96822

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Bruce Isaacs, Procurement Specialist
Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Telephone: (808) 956-8634
Facsimile: (808) 956-2093
E-mail: bisaacs@hawaii.edu

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 GENERAL DESCRIPTION OF SERVICE

Contractor shall provide collection services for the various system-wide offices (excluding Student Loans Department) of the University of Hawai'i's delinquent receivables. These offices include but are not limited to: Cashier's Office, Outreach College, University of Hawaii Press, Student Housing Services, University Bookstores, Community Colleges, the University of Hawaii at Hilo, University of Hawaii at Manoa Intercollegiate Athletics, Library Services, University of Hawaii at Manoa Parking Office, and the Waikiki Aquarium. The types of collections may include but are not limited to collections from individuals for delinquent tuition payments, delinquent housing payments, bounced checks, salary overpayments, library fines, parking fines, etc., and collections from companies (foreign, U.S., non-profit foundations).

If the University currently has existing collection contracts in place for certain individual University departments, the University will continue to utilize such contracts until the contract term has ended.

All services shall be performed in accordance with applicable Federal, State, and University rules and regulations. Contractor shall possess the required permits and/or licenses to perform the collection services specified herein in all fifty states, if applicable. (Proof of permits and/or licenses will be required prior to award.)

Contractor shall provide the services described herein for accounts assigned solely at the discretion of the University.

2.2 STATEMENT OF WORK (TECHNICAL SPECIFICATIONS)

- A Contractor's accounting and reporting system shall be a fully integrated computer system which has the capability to:
 - 1) Store data for reports to be generated.
 - 2) Record all account transactions.
 - 3) Record all collection activity performed on the account.
 - 4) Record adjusting entries with reference to the original transaction date.
 - 5) Update daily interest and collection costs.
- B. Contractor shall accept for placement and collection, totals of \$25.00 or more per debtor.
- C. Contractor shall pay all costs directly or indirectly related to the assignment of accounts for its services.

- D. Contractor shall have TWELVE (12) months from the date of assignment to bring an account into regular repayment status. If after TWELVE (12) months an account is not in regular repayment status, the University may demand the immediate cancellation and return of such accounts.
- E. As an integral part of its services, Contractor, at no extra cost, shall initiate legal action on debtor, including litigation, where it is unable to otherwise collect. Contractor shall use the outstanding account balance provided by the University. If there appears to be a discrepancy in the amounts between Contractor and University, Contractor shall notify the University prior to filing the complaint and shall assist the University in reconciling any differences.

Contractor shall initiate legal action only where:

- 1) University has given written authorization on a form approved by the University. University reserves the right to decline the legal services by the Contractor and pursue other alternatives.
- 2) Contractor has pursued all other avenues of collection without success.
- 3) Total outstanding account balance is more than \$200.00.
- 4) Debtor can be located and served with process.
- 5) Debtor has sufficient assets attachable under State law to satisfy a major portion of the outstanding amount or has income from wages or salary which may be garnished under State law to satisfy a major portion of the loan over a reasonable period of time.
- 6) Debtor does not have a defense that will bar judgment for the University.
- 7) The expected cost of litigation, including attorney's fees, does not exceed the amount that can be recovered from the debtor.

Contractor's erroneous amounts or irreconcilable differences which result in shortages or underpaid accounts shall be the responsibility of Contractor. Contractor shall also be responsible for accrued interest due to erroneous amounts or irreconcilable differences.

Where Contractor has obtained a judgment on a debtor in the name of Contractor, Contractor through its attorney shall timely file all the necessary court papers to transfer title of judgment into the name of the University, upon the cancellation and return of the account to the University.

F. University reserves the right to recall assigned account for any of the following reasons:

- 1) Account assigned in error.
- 2) Debtor filed bankruptcy.
- 3) Failure of Contractor to provide information necessary to reconcile disputed amounts.
- 4) Where there may be University liability.
- 5) Where the University in good faith determines that it is necessary for the account to be canceled and returned.

Contractor shall notify the University of any assigned account not in regular repayment status after TWELVE (12) months, and the University shall advise the Contractor as to the action to be taken on the account.

Payments on invoices shall be reduced by any direct or indirect costs incidental to delays in the cancellation and return of accounts or where Contractor fails to cancel and return in a timely and accurate manner.

All original documentation shall be returned to the University upon cancellation and return of accounts.

- G. Contractor shall have the capability to provide the reports listed in (APPENDIX D). The reports shall be provided to the University departments in an electronic form acceptable to the University (e.g., Excel format). In addition, the reports shall include all information required by the University, and shall be sent no later than FIFTEEN (15) days following the end of the month.
- H. Contractor shall remit to the University all monies collected on behalf of the University on a monthly basis. Such remittances shall be sent to the University no later than FIFTEEN (15) days following the end of the month. With remittances, the Contractor shall include a separate monthly invoice (in duplicate), which specifies the total monthly amount collected for each of the University's programs and the amount to be paid to the Contractor. Invoices shall indicate the contract number and shall be submitted to the respective University of Hawaii office that requested the collection service.

For payment purposes, the University shall issue purchase orders to the Contractor. All purchase orders issued for payment shall reference the contract number and shall be subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any purchase order.

Purchase orders shall indicate the following:

- 1) Contract Number.
- 2) Invoice number.
- 3) Total amount to be paid to the Contractor for that particular invoice.

Contractor shall not waive any charges or fees, unless otherwise allowed and authorized by designated University officials.

- I. Contractor shall provide a toll-free number for the University's debtors.
- J. Contractor shall update its records using the University's or University's billing servicer's reports, whichever is designated by the University. Where there is an inconsistency between the Contractor's and the University's records, the University's records shall prevail, in the absence of an explanation which is acceptable to the University.
- K. Services or products requested by the University that are not a part of this contract shall be paid in arrears at rates which are reasonable and which are equal to the rates then charged by Contractor for providing such services to other customers with comparable number of assignments, size of receivables and fee rates.

2.3 MINIMUM QUALIFICATIONS

Contractors must have a minimum of FIVE (5) years experience in collection of receivables.

2.4 FEES

- A. The fees or charges specified in the proposal shall include all labor, materials, supplies and equipment necessary for the performance of all terms and conditions of this Contract.

Payment for the Contractor's services shall be solely contingent or conditional upon the success of the Contractor's recovery of payments from the debtor and shall be a percentage, as specified in the contract, of each payment received while under the services of the Contractor.

- B. Contractor understands that the University's tax refund intercept program is a continuous program for all delinquent or defaulted accounts, including those that may be assigned to the Contractor. Contractor shall not take a commission or fee of any kind for tax refunds, federal or state, intercepted by the University, or for the cost of book returns resulting from tax refund intercepts. Contractor shall reduce the debtor's outstanding amount when notified of the tax refund interception by the University or its billing servicer.
- C. The commission rates, as specified in this contract, shall cover all labor, materials, supplies, and equipment, directly or indirectly related to the collection of the University's delinquent receivables.

Commission rates shall not exceed the following rates:

THIRTY PERCENT (30%) - for accounts assigned for the first time.

FORTY PERCENT (40%) - for accounts that have been previously assigned one or more times.

FORTY PERCENT (40%) - for accounts that enter into litigation, while under the services of the Contractor.

- D. The status of "litigation" or "in litigation" warranting the earning of commissions at the rate provided for that status shall be deemed to begin when the account is assigned to the Contractor's licensed attorney who has been authorized by the University to begin litigation.

Once the Contractor has obtained a judgment, or where a judgment is assigned to the Contractor for collection, the Contractor shall accrue interest on the total judgment amount at the legal interest rate or as may otherwise be specified by law. Accrual of the legal rate of interest on a judgment shall accrue for the benefit of the University, and Contractor shall be allowed its appropriate commission on such amounts, where successfully collected from the debtor.

Contractor agrees to accept a reduced commission if an account is rehabilitated and the commission is reduced as a result of government regulation.

The amount assigned per account shall be determined by the University and shall include the following: principal, interest, miscellaneous fees and collection costs (if applicable).

- E. With the exception of accounts with collection cost limits, the amount to be collected shall be based upon:

$$\text{AMOUNT ASSIGNED} \times \frac{1}{1 - \text{COMMISSION RATE}}$$

Contractor's earned commission shall be calculated based upon:

$$\text{PAYMENT RECEIVED} \times \text{COMMISSION RATE}$$

2.5 REPORTS TO BE PROVIDED BY THE CONTRACTOR

Contractor shall provide the following reports:

A. Acknowledgement Report

Upon placement of accounts by individual University departments, this report shall be provided to the individual University departments on a monthly basis (provided there is activity) and shall include the following information:

- 1) UH customer/vendor identification number
- 2) Customer/vendor name
- 3) UH document number
- 4) Balance assigned
- 5) Placement date
- 6) Rate being charged

B. Account Inventory Status Report

This report shall be provided to the individual University departments on a monthly basis and shall include the following information:

- 1) UH customer/vendor identification number
- 2) Customer/vendor name
- 3) UH document number
- 4) Aging (either number of days from assignment date to date of report or assignment date)
- 5) Original balance assigned
- 6) Current balance
- 7) Last payment date
- 8) Status

C. Change of Name/Address Report

This report shall be provided to the individual University departments on a monthly basis (provided there is activity) and shall include the following information:

- 1) UH customer/vendor identification number
- 2) Customer/vendor name
- 3) UH document number
- 4) Current address
- 5) Current phone number

D. Cancel and Return Report

This report shall be provided to the individual University departments on a monthly basis (provided there is activity) and shall include the following information:

- 1) UH customer/vendor identification number
- 2) Customer/vendor name
- 3) UH document number
- 4) Original balance assigned
- 5) Current balance
- 6) Aging (either number of days from assignment date to date of report or assignment date)
- 7) Reason for cancellation or return
- 8) Date account closed by collection agency

E. Invoice Report

This report shall be provided to the individual University departments on a monthly basis and shall include the following information:

- 1) UH Customer/vendor identification number
- 2) Customer/vendor name
- 3) UH document number
- 4) Date of payment
- 5) Payment amount
- 6) Breakdown of payment (amount due to collection agency and amount due to UH)

F. General Accounting and Loan Collection Centralized Report

This report shall be provided on a monthly basis and shall contain a summary of all accounts placed by the University of Hawaii and shall include the following information:

- 1) University Department/Client Number
- 2) University Department Name
- 3) Previous Month's Number of Accounts for each University Department
- 4) Previous Month's Balance Amount for each University Department
- 5) Current Month's Number of Accounts for each University Department
- 6) Current Month's Assignment Amount
- 7) The Number of Accounts Collected, and the Total Collected for the Current Month for each University Department
- 8) Total Number Cancelled and Total Amount Cancelled for each University Department
- 9) Total Balance (Number and Amount) per University Department

This report shall be delivered to:

General Accounting and Loan Collections
University of Hawai'i
Attention: Eric Hiyoto, Director
1404 Lower Campus Road
Honolulu, Hawai'i 96822

- G. The University reserves the right to be able to change the information to be provided for any of the aforementioned reports. All reports shall be provided no later than FIFTEEN (15) days following the end of the month.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

Proposal Letter

Project Narrative

Offeror's Debt Recovery Accounting and Reporting System

Offeror's Reports and Invoices

Offeror's Participation in Professional Organizations

Offeror's Experience

3.2 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.3 PROJECT NARRATIVE (Appendix B)

- A. Description of the company, including number of employees, number of years collecting college or university receivables, a list of key company principals, and the types of services provided.
- B. Detailed description of how Offeror's company will be able to provide quality collection services for the University of Hawaii's delinquent receivables.
- C. Provide proposed fee schedule/commission rates in accordance with Scope of Work 2.4, FEES.

3.4 OFFEROR'S DEBT RECOVERY ACCOUNTING AND REPORTING SYSTEM (Appendix C)

Description of your debt recovery accounting and reporting system and the capability of your integrated computerized system.

3.5 OFFEROR'S REPORTS AND INVOICES (Appendix D)

Description of your ability to generate monthly reports and invoices in accordance with established schedules.

3.6 OFFEROR'S PARTICIPATION IN PROFESSIONAL ORGANIZATIONS (Appendix E)

List of active membership in professional organizations.

3.7 OFFEROR'S EXPERIENCE/REFERENCES (WITHIN LAST FIVE [5] YEARS) (Appendix F)

Offeror shall complete and submit Appendix F, Offeror's Experience/References.

3.8 OFFEROR'S CERTIFICATION OF PERMITS AND/OR LICENSES (Appendix G)

Offeror shall certify that they possess the necessary permits and licenses to perform collection services in all fifty states, if applicable. In addition, Offeror shall certify that if awarded a contract, Offeror will provide the University with proof (i.e., photocopies) of all permits and/or licenses to provide the collection services under all fifty states, if applicable.

3.9 SAMPLES OF WORK

Upon request by the University, Offeror shall provide samples of the work performed for other colleges and universities. Samples will not be returned.

3.10 OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

The following checklist is provided to assist the Offeror in submitting the appropriate documents with their proposals:

- 1) _____ Business Classification Certification Statement
- 2) _____ Appendix A, Proposal Letter (if applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president)
- 3) _____ Appendix B, Project Narrative
- 4) _____ Appendix C, Offeror's Debt Recovery Accounting and Reporting System
- 5) _____ Appendix D, Offeror's Reports and Invoices
- 6) _____ Appendix E, Offeror's Participation in Professional Organizations
- 7) _____ Appendix F, Offeror's Experience/References (Within the Last FIVE [5] Years)
- 8) _____ Appendix G, Offeror's Certification of Permits and/or Licenses
- 9) _____ State of Hawaii Department of Taxation and Internal Revenue Service certified Tax Clearance Certificate or OPRPM Form 128, CERTIFICATION FOR TAX CLEARANCE.
- 10) _____ Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (May 1989), OPRPM Form 94
- 11) _____ Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, OPRPM Form 133

SECTION 4 CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible offerors whose proposals are determined in writing to be advantageous to the University taking into consideration the evaluation factors set out forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

1. Prices are competitive with industry standards.
 - A. For first placement accounts:
 - 1) Commission rate is 25% or less (14 points maximum)
 - 2) Commission rate is greater than 25% but does not exceed 30% (10 points maximum)
 - B. For second placement accounts:
 - 1) Commission rate is 35% or less (14 points maximum)
 - 2) Commission rate is greater than 35% but does not exceed 40% (10 points maximum)
 - C. For litigation accounts:
 - 1) Commission rate is 35% or less (12 points maximum)
 - 2) Commission rate is greater than 35% but does not exceed 40% (8 points maximum)

Maximum points for Section 1: 40 points

2. Description of your company, including the number of employees, number of years collecting college or University student loan receivables and list of key company principals, and the types of services provided. Description in detail of how your company will be able to provide quality collection services for the University of Hawaii's delinquent receivables. Provide sample collection letters. (Based on Project Narrative, Appendix B.)

A. Offeror's methodology for collecting the debt including but not limited to:

- 1) Telephone contacts:
 - a. Equipment (5 points maximum)
 - b. Methodology (5 points maximum)
- 2) Written contacts (10 points maximum)

(20 points maximum)

B. Offeror's methods for skiptracing the debtor, including but not limited to:

- 1) Number of resources used to locate debtors. (8 points maximum)
- 2) Describe efforts used to locate debtors living outside the United States.
- 3) Credit bureaus
- 4) Debtor references
- 5) Department of Motor Vehicles
- 6) Military locator

(10 points maximum), as follows:

Offeror has 1-5 methods for skiptracing the debtor. (2 points maximum)

Offeror has 6-10 methods for skiptracing the debtor. (3 points maximum)

Offeror has 10+ methods for skiptracing the debtor. (5 points maximum)

Maximum points for Section 2: 32 points

3. Describe your debt recovery accounting and reporting system and the capability of your integrated computer system.

- A. Store data for reports to be generated. (3 points maximum)
- B. Record all account transactions. (3 points maximum)
- C. Record all collection and skiptrace activity performed on the account. (3 points maximum)
- D. Record adjusting entries with reference to the original transaction date. (3 points maximum)
- E. Update daily interest and collection costs. (3 points maximum)

Maximum points for Section 3: 15 points

4. Ability to generate the monthly reports and invoices in accordance with established schedules.
- A. Acknowledgement Report - Monthly report for each campus/program in alpha order which contains all accounts assigned to the Contractor through the last day of the month for which the report is generated. [Refer to Section 2.5.A] (1 point maximum)
 - B. Account Inventory Status Report - Monthly report for each campus/program in alpha order which contains the status of all accounts assigned to the Contractor. [Refer to Section 2.5.B] (1 point maximum)
 - C. Change of Name/Address - Monthly report for each campus/program which contains the name and address changes for the debtor. [Refer to Section 2.5.C] (1 point maximum)
 - D. Cancel and Return Report - Monthly report for each campus/program in alpha order which contains the accounts which were canceled and returned to the University and an individual report per debtor containing the account history. [Refer to Section 2.5.D] (1 point maximum)
 - E. Invoice Report - Monthly report which contains the amount the debtor paid and the commission due to Contractor. [Refer to Section 2.5.E] (1 point maximum)
 - F. General Accounting and Loan Collection – Monthly report which contains a summary of all accounts placed by the University of Hawaii and shall include the following information. [Refer to Section 2.5.F.] (1 point maximum)

Maximum points for Section 4: 6 points

5. References 5 points maximum

Offeror has positive referrals. (5 points maximum)

Maximum points for Section 5: 5 points

6. Please list your active memberships in professional organizations.
- A. Membership in a professional organization involved with college or university issues. (1 point maximum)

- B. Membership in a professional organization involved with collection agency issues.
(1 point maximum)

Maximum points for Section 6: 2 points

TOTAL POSSIBLE: 100 points

Offerors must receive SEVENTY (70) or more points in order to be considered for the pool of Contractors.

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Providing of Collection Services for the University of Hawaii shall be in accordance with the terms and conditions of RFP 10-0160, Federal Provisions and the General Provisions dated August 2007, included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or at <http://www.fmo.hawaii.edu/procure/doc/gp0807.pdf>

Contractor shall furnish all labor, material, supplies and equipment necessary to expeditiously and efficiently provide the services and products specified in the Contract. All such services and products shall be furnished to the University in accordance with the terms and conditions of the Contract or any amendments made thereto.

Contractor shall not release to any party, derogatory information pertaining to any University account without written authorization from the University.

Upon request of the University, Contractor shall make available for inspection, at the University site, complete copies of its past and current financial statements and audits. Contractor shall be responsible for any costs or fees which may be required for copies of such documents.

Contractor shall obtain the required permits and licenses to provide the services specified in the Contract. All services performed by Contractor shall be in full compliance with applicable federal, state and local laws, ordinances and regulations.

Upon termination or expiration of the Contract, Contractor shall to the best of its ability, accommodate all reasonable requests from the University for assistance, information and services, to insure timely, accurate and orderly servicing of all University accounts.

5.2 BASIS FOR AWARD

Award of contracts shall be made to the THREE (3) responsive and responsible Offeror(s) receiving the highest number of points (70 points or above), as set forth in SECTION 4, CRITERIA TO EVALUATE PROPOSALS.

5.3 CONTRACTOR POOL

The University intends to identify THREE (3) collection agencies as an approved contractor pool for the term of this contract. If there are less than THREE (3) Offerors that meet the minimum requirements, the University reserves the right to decrease the number of collection agencies in the contractor pool.

Although the University will attempt to be fair and equitable in assigning accounts to members of the contractor pool, the University cannot insure that the members of the contractor pool will receive an equal amount of accounts. Each Contractor's specialty or its success in fulfilling the contract will subsequently determine the total amount of accounts assigned to that Contractor. Inclusion in the contractor pool shall not guarantee that the Contractor will be assigned accounts during the contract period.

5.4 REFERENCES

The University reserves the right to contact the references named in the APPENDIX F and to reject a proposal submitted by any offeror whose performance on other projects has been unsatisfactory.

5.5 TERM OF CONTRACT

The Contractors shall enter into a contract with the University for an initial period of THREE (3) years commencing on the date designated in the Notice to Proceed, and the fees and commission rates shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for TWO (2) additional years (total of FIVE [5] years), without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days' prior to the annual renewal date. The fees and commission rates for each renewal period shall remain the same or lower than the initial proposal rates. Further, the University may terminate the contract at any time upon THIRTY (30) days' prior written notice.

5.6 TERMINATION OF CONTRACT

Upon termination or expiration of the contract, Contractor shall perform the cancellation and return of all accounts, as provided in this Contract, and any other activities required by the contract.

For the purposes of efficiency and continuity in collection, the University may request Contractor to continue services on accounts in its care that are in regular repayment status for SIXTY (60) consecutive calendar days after the date of termination.

Collections received during the SIXTY (60)-day period shall be subject to the fee schedule/commission rates set forth in Appendix B, Project Narrative. At the end of the SIXTY (60)-day period, Contractor shall return all accounts to the University. Legal accounts may be retained beyond the SIXTY (60)-day period for a reasonable time as determined by the University. Collections received during such reasonable time shall be subject to the fee schedule/commission rates in Appendix B, Project Narrative. At the end of such reasonable time, Contractor shall return such accounts to the University.

Contractor shall provide the University with all routine month-end materials and reports pertaining to the activities performed and processed during the final month of the contract, and any cancellation and return documentation as specified in the contract.

Contractor shall provide all reports, documentation and services specified in this Contract on a timely basis to facilitate continuous service of the accounts.

Any payments received by Contractor but not posted to the accounts by the end of the final month of the contract shall be forwarded to the address designated by the University within FOUR (4) calendar days of receipt by Contractor. This service shall continue as long as payments on the University's accounts are received by Contractor.

On or after the first anniversary of the date the Contract commences, the University may at any time cancel or terminate the Contract for the convenience of the University, by giving at least THIRTY (30) days' written notice stating the date on which the Contract shall terminate. The University shall pay the Contractor for satisfactory performance until the effective date of such termination.

In the event that the University determines that the Contractor has materially breached the Contract, the University shall notify the Contractor in writing of the nature of the breach and shall give the Contractor SIXTY (60) consecutive calendar days during which the Contractor must effect a satisfactory cure. If after SIXTY (60) consecutive calendar days the University determines that the breach has not been cured to the original level of satisfactory performance, the University may, by written notice, terminate the Contract. In such event, the University may purchase or secure alternate services. The Contractor shall be liable for and shall reimburse the University for all costs reasonably incurred by the University, but only to the extent such costs exceed costs the University would have incurred if it had received services from the Contractor and only for so long as the Contractor agreed to perform under the Contract.

5.7 CONFIDENTIAL INFORMATION

Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. The data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

5.8 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.9 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.10 ADDITION OF UNIVERSITY DEPARTMENTS/COLLEGES

The University reserves the right to add additional University departments/colleges to the contract during the term of the contract provided that there is no increase in the contract fee schedule/commission rate.

5.11 FEDERAL PROVISIONS

Since federal funds will be expended under this contract, the Contractor shall comply with the applicable provisions of the attached FEDERAL PROVISIONS. If the total bid amount is equal to or in excess of \$25,000, the bidder must complete the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (OPRPM FORM 94).

ATTACHMENT 1

ACCOUNTS RECEIVABLE AGING REPORT

ARS & Total Reported By Fiscal Officer

Month Ending June 30, 2009

	1-90days	91-180 days	181-730days	731 days & over	Total A/R
Manoa	662,579.45	218,837.14	940,768.59	742,609.75	2,564,794.93
System	27,002.85	1,994.00	885.00	11,517.29	41,399.14
UHHilo	63,358.23	369.00	1,800.46	123,144.37	188,672.06
UH WO	1,200.00	-	-	55.10	1,255.10
 Honolulu	 66,573.35	 6,024.12	 36.50	 120,948.07	 193,582.04
Kapiolani	85,829.98	36,974.71	118,437.44	253,491.40	494,733.53
Leeward	34,141.75	35,898.00	5,264.66	406,639.83	481,944.24
Maui	35,510.95	1,354.00	11,684.36	44,876.54	93,425.85
Kauai	5,909.19	100.00	9,144.40	37,811.55	52,965.14
Hawaii	18,143.92	2,333.00	837.00	10,599.94	31,913.86
Windward	64,886.33	7,117.00	24,484.45	16,027.35	112,515.13
CC	-	-	-	7,110.60	7,110.60
Sub total CC	310,995.47	89,800.83	169,888.81	897,505.28	1,468,190.39
 TOTAL A/R	 1,065,136.00	 311,000.97	 1,113,342.86	 1,774,831.79	 4,264,311.62

**PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) to Provide Collection Services for the University of Hawai'i, RFP No. 10-0160.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawai'i's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Hawai'i General Excise Tax License No.

Remittance Address (if different from street address)

City, State, Zip Code

Location of Offeror's Plant

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation* ☐ Joint Venture

State of Incorporation: ☐ Hawai'i ☐ Other:

Is Corporate Seal Available In Hawai'i: ☐ Yes** ☐ No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

APPENDIX B PROJECT NARRATIVE

- A. Description of the company, including number of employees, number of years collecting college or university receivables, a list of key company principals, and the types of services provided.

- B. Detailed description of how Offeror's company will be able to provide quality collection services for the University of Hawaii's delinquent receivables.

- C. Provide proposed fee schedule/commission rates in accordance with Scope of Work 2.4, FEES.

APPENDIX C
OFFEROR'S DEBT RECOVERY ACCOUNTING AND REPORTING SYSTEM

Description of your debt recovery accounting and reporting system and the capability of your integrated computerized system.

APPENDIX D
OFFEROR'S REPORTS AND INVOICES

Description of your ability to generate monthly reports and invoices in accordance with established schedules.

APPENDIX E
OFFEROR'S PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

List of active membership in professional organizations.

APPENDIX F

OFFERORS EXPERIENCE/REFERENCES (WITHIN LAST FIVE [5] YEARS)

Provide a minimum of THREE (3) firms.

Name & Address _____ of Firm _____	Contact Person _____	Telephone Number _____	Date _____ of Services _____	Description _____ of Services _____
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NOTE: Offerors may use this form or a separate sheet in another format, provided all information requested is supplied.

APPENDIX G

CERTIFICATION OF PERMITS AND/OR LICENSES

RE: RFP No. 10-0160 to Provide Collection Services for the University of Hawaii, Honolulu, Hawaii

I certify that _____ has the required permits and/or
(company name)

licenses to perform the collection services in all fifty states, if applicable.

If awarded a contract, and upon request by the University, I will immediately send proof of all permits and/or licenses to the University of Hawaii.

Signature (Original): _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

FEDERAL PROVISIONS (JULY 2006)

GOVERNMENT SUBCONTRACT PROVISIONS INCORPORATED IN ALL SUBCONTRACTS/PURCHASE ORDERS (UNDER FEDERAL PRIME CONTRACTS)

Since this is a subcontract under a U.S. Government Prime Contract, awarded to the University of Hawaii, the Federal Acquisition Regulation (FAR) clauses and provisions listed below, if applicable, are hereby incorporated in this subcontract by reference with the same force and effect as if set forth in full text. The complete text for all of these clauses and provisions is available on the Internet at <http://farsite.hill.af.mil/vffar1.htm> and <http://farsite.hill.af.mil/VFDFAR1.HTM> or from the University of Hawaii Office of Procurement and Real Property Management. The Contractor hereby acknowledges possession of the FAR or is otherwise familiar with all of the clauses and provisions incorporated herein by reference, and agrees to perform this subcontract. In the event of conflict between the terms and conditions of this section, and any other provisions of this subcontract, the terms and conditions of this section shall prevail. The terms "contractor/subrecipient," "Government," and "Contracting Officer," as used in the clauses incorporated by this reference, shall be deemed to refer to the "Seller," "Buyer," and the "University of Hawaii" (UH), respectively.

THE FOLLOWING PROVISIONS APPLY:

Applies to all orders

FAR:

52.202-1	Definitions
52.208-8	Required Sources for Helium and Helium Usage Data
52.211-15	Defense Priority and Allocation Requirements [Applies to rated orders certified national for national defense use. In such event, Seller is required to follow all the provisions of the Defense Priorities and Allocations system regulation (15CFR700)]
52-215-15	Pension Adjustments and Asset Reversions
52-215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.216-7	Allowable Cost & Payment
	31.3 (A-21) Applicable for Educational Institutions
	31.4 (a122) Applicable for Nonprofits
52.216-8	Fixed Fee
52.216-11	Cost Contract No Fee
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination--Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.222-22	Previous Contracts and Compliance Reports
52.222-41	Service Contract Act of 1965, as Amended
52.223-7	Notice of Radioactive Materials
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications--Classified Subject Matter

52.227-11	Patent Rights--Retention by the Contractor (Short Form) Applicable if: (i) The contractor is a small business concern or non-profit organization as defined in FAR 27.301 (ii) No alternative patents rights clause is used in accordance with paragraph (c) or (d) of FAR 27.303
52.227-12	Patent Rights--Retention by the Contractor (Long Form) Applicable if: (i) The contractor is other than a small business firm or nonprofit organization (ii) No alternative clause is used in accordance with paragraph (c) or (d) of FAR 27.303 (iii) The contracting agency is one of those excepted under subdivision (a) (1) (i) of FAR 27.303
52.227-13	Patent Rights--Acquisition by the Government Applicable if: (i) No alternative clause is used in accordance with paragraphs (c) (2) and (4) or paragraph (d) of FAR 27.303 (ii) The work is to be performed outside the United States, its possessions, and Puerto Rico by contractors that are not small business firms, nonprofit organizations as defined in FAR 27.301, or domestic firms.
52.228-5	Insurance--Work on a Government Installation
52.232-7	Payments for Time & Material/Labor Hour Contracts
52.232-20	Limitation of Cost
52.232-21	Limitation of Cost (Facilities)
52.232-27	Prompt Payment for Construction Contracts
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.236-13	Accident Prevention
52.237-7	Indemnification and Medical Liability Insurance
52.243-1	Changes - Fixed-Price
52.243-2	Changes - Cost-Reimbursement
52.243-3	Changes - Time-and-Materials or Labor-Hours
52.243-4	Changes
52.243-5	Changes and Changed Conditions
52.243-6	Change Order Accounting
52.243-7	Notification of Changes
52.244-6	Subcontracts for Commercial Items
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)
52.245-8	Liability for the Facilities
52.245-17	Special Tooling
52.245-18	Special Test Equipment
52.246-1	Contractor Inspection Requirements
52.246-3	Inspection of Supplies - Cost-Reimbursement
52.246-5	Inspection of Services - Cost-Reimbursement
52.246-6	Inspection - Time-and-Material and Labor-Hours
52.246-7	Inspection of Research and Development - Fixed-Price
52.246-8	Inspection of Research and Development - Cost-Reimbursement
52.246-9	Inspection of Research and Development - (Short Form)
52.246-10	Inspection of Facilities
52.246-13	Inspection - Dismantling, Demolition, or Removal of Improvements
52.246-16	Responsibility for Supplies
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately-Owned U.S.-Flag Commercial Vessels
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)
52.249-4	Termination for Convenience of the Government (Services) (Short Form)

52.249-5	Termination for Convenience of the Government (Educational and other Nonprofit Institutions)
52.249-6	Termination (Cost-Reimbursement)
52.249-7	Termination (Fixed-Price Architect-Engineer)
52.249-11	Termination of Work (Consolidated Facilities or Facilities Acquisition)
DFAR:	
252.204-7000	Disclosure of Information
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.217-7012	Liability and Insurance
252.222-7000	Restrictions on Employment of Personnel
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.225-7009	Duty-Free Entry-Qualifying Country Supplies (End Products and Components)
252.225-7010	Duty-Free Entry-Additional Provisions
252.225-7014	Preference for Domestic Specialty Metals
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7025	Restriction on Acquisition of Forgings
252.225-7037	Duty-Free Entry--Eligible End Products
252.227-7013	Rights in Technical Data-Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions--Computer Software
252.227-7033	Rights in Shop Drawings
252.227-7034	Patents--Subcontracts
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7039	Patents--Reporting of Subject Inventions
252.235-7000	Indemnification under 10 U.S.C. 2354--Fixed Price
252.235-7001	Indemnification under 10 U.S.C. 2354--Cost Reimbursement
252.235-7002	Animal Welfare
252.235-7003	Frequency Authorization
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services
252.244-7000	Subcontracts for Commercial Items and Commercial Components
252.247-7024	Notification of Transportation of Supplies by Sea

Applies if order is over \$2,500

FAR:	
52.225-13	Restrictions on Certain Foreign Purchases

Applies if order is over \$10,000

FAR:	
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-36	Affirmative Action for Workers with Disabilities
52.225-8	Duty-Free Entry

Applies if order is over \$25,000

FAR:

- 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

Applies if order is over \$50,000

FAR:

- 52.248-3 Value Engineering—Construction

Applies if order is over \$100,000

FAR:

- 52.203-3 Gratuities
- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.215-2 Audit and Records—Negotiation
- 52.215-14 Integrity of Unit Prices
- 52.219-8 Utilization of Small Business Concerns
- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.223-14 Toxic Chemical Release Reporting
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.246-2 Inspection of Supplies - Fixed-Price
- 52.246-4 Inspection of Services - Fixed-Price
- 52.246-12 Inspection of Construction
- 52.248-1 Value Engineering
- 52.249-2 Termination for Convenience of the Government (Fixed Price)
- 52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)
- 52.249-8 Default (Fixed-Price Supply and Service)
- 52.249-9 Default (Fixed-Price Research and Development)
- 52.249-10 Default (Fixed-Price Construction)
- 52.249-12 Termination (Personal Services)
- 52.249-13 Failure to Perform
- 52.249-14 Excusable Delays

DFAR:

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty
- 252.247-7023 Transportation of Supplies by Sea
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

Applies if order is over \$500,000

FAR

52.219-9	Small Business Subcontracting Plan
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-5	Cost Accounting Standards—Educational Institution
52.230-6	Administration of Cost Accounting Standards

DFAR

252.225-7026	Reporting of Contract Performance Outside the United States
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Applies if order is over \$550,000

FAR:

52.214-26	Audit and Records—Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data—Modifications

Applies if order is over \$1,000,000

DFAR:

252.211-7000	Acquisition Streamlining
252.225-7032	Waiver of United Kingdom Levies

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS APPLICABLE TO SUBCONTRACTOR AGREEMENTS NOT COVERED BY FAR:

Subcontractor shall comply with cost principles of OMB Circular A-21, "Cost Principles for Educational Institutions," OMB Circular A-87, "Cost Principles for State and Local Governments," or OMB Circular A-122, "Cost Principles for Non-Profit Organizations."

AUDIT REPORT AND OTHER CLAUSES FOR SUBCONTRACTOR AGREEMENTS:

AUDIT REPORTS

Subcontractor shall comply with the requirements of OMB Circular A-133. Subcontractor further agrees to provide awarding institution with copies of any of the independent auditors' reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, subcontractor will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accord with the requirements of OMB Circular A-133 shall be available for inspection by representatives of awarding institutions or the government during normal business hours.

AUDIT COSTS

Subcontractor agrees that it shall be solely responsible for all costs to conduct any independent audit as required by OMB Circular A-133 for assuring compliance under this subaward.

DISALLOWANCES

Subcontractor agrees that it shall be solely responsible for reimbursing the University for all costs which may be disallowed as a result of non-compliance with any applicable laws, rules or regulations.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (MAY 1989)**

The Offeror certifies, to the best of its knowledge and belief, that—

(a) The Offeror and/or any of its Principals—

(i) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(ii) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (ii) above.

(iv) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to

contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneously by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature

Date

Title

Company

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(a) The offeror certifies to the best of his or her knowledge and believe that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) The language of this certification shall be included in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(b) Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

Signature

Date

Title

Company